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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

DOUGLAS VASQUEZ, on behalf of
himself and all others similarly situated,

Plaintiff

vs.

GIBRALTAR HOSPITALITY
SERVICES, LLC d/b/a and a/k/a 7TH
AND CARSON,

Defendant

Case No. 2:23-cv-00441-CDS-DJA

**FINAL ORDER APPROVING
CLASS ACTION SETTLEMENT
AND JUDGMENT**

[ECF No. 36]

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD

The above-referenced putative class action ("Action") having come before the Court on November 4, 2024, for a hearing and this Final Order Approving Class Action Settlement and Judgment ("Court's Final Order and Judgment"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order", ECF No. 33), filed and entered June 25, 2024, and as set forth in the Joint Stipulation of Settlement and Release in the Action, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS

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1 FOLLOWS:

2 1. The Court adopts the defined terms in the Joint Stipulation of
3 Settlement and Release on file herein (referenced below as the “Settlement” or
4 the “Agreement”).

5 2. This Court has jurisdiction over the subject matter of this litigation
6 and personal jurisdiction over the named-Plaintiff, all settlement class members,
7 and Defendant.

8 3. The Court confirms as final the following settlement class pursuant
9 to Fed. R. Civ. P. 23: “all hourly-paid servers and bartenders employed by
10 Defendant in the State of Nevada who received tips and who did not hold a Lead
11 position at any time from January 26, 2021 until April 23, 2023.”

12 4. The Court confirms the appointment of Douglas Vasquez as the
13 Class Representative and the enhancement payment of \$1,000.00 to Douglas
14 Vasquez, as set forth in the Settlement.

15 5. The Court confirms the appointment of Christian Gabroy, Esq., and
16 Kaine Messer, Esq., of Gabroy | Messer as class counsel for the settlement class
17 and approves their requests for attorneys’ fees of \$3,500.00 and actual litigation
18 costs of \$1,500.00, respectively.

19 6. The class notice was distributed to class members, pursuant to this
20 Court’s orders, and fully satisfied the requirements of Rule 23 of the Federal
21 Rules of Civil Procedure and any other applicable law.

22 7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the
23 Court grants final approval to this Settlement and finds that the settlement is fair,
24 reasonable, and adequate in all respects, including the attorneys’ fees, costs,
25 and enhancement award provisions. The Court specifically finds that the
26 settlement confers a substantial benefit to settlement class members,
27 considering the relative strength of plaintiff’s claims and defendant’s defenses
28 and the risk, expense, complexity, and duration of further litigation. The response

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1 of the class supports settlement approval. No class members objected to the
2 settlement, and none requested exclusion from the settlement. The Court further
3 finds that the settlement is the result of arms'-length negotiations between
4 experienced counsel representing the interests of both sides, which supports
5 approval of the settlement in accordance with the standards set forth in the joint
6 motion for final approval of settlement.

7 8. Distribution of the Notice directed to the Class Members as set forth
8 in the Settlement and the other matters set forth therein have been completed in
9 conformity with the Preliminary Approval Order, including individual notice to all
10 Class Members who could be identified through reasonable effort, and as
11 otherwise set forth in the Settlement. The Notice provided due and adequate
12 notice of the proceedings and of the matters set forth therein, including the
13 proposed Settlement set forth in the Settlement, to all persons entitled to such
14 Notice, and the Notice fully satisfied the requirements of due process. All Class
15 Members and all Released Claims are covered by and included within the
16 Settlement and the Court's Final Order and Judgment.

17 9. The Court hereby finds the Settlement was entered into in good
18 faith. The Court further finds that Plaintiff has satisfied the standards and
19 applicable requirements for final approval of this class action settlement.

20 10. The Court finds that, as of the date of this Order, each and every
21 class member has waived and released claims as set forth in the Settlement and
22 Notice of Proposed Settlement and Hearing Date for Court Approval (the
23 "Notice").

24 11. The Court finds that the Claims Administrator ILYM Group, Inc. is
25 entitled to \$5,000.00 for administrative fees.

26 12. As of the date of the Court's Final Order and Judgment, each and
27 every Class Member is and shall be deemed to have conclusively released the
28 Released Claims as against the Released Parties. In addition, as of the date of

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1 the Court's Final Order and Judgment, each Class Member who has not
2 submitted a valid request for exclusion is forever barred and enjoined from
3 instituting or accepting damages or obtaining relief against the Released Parties
4 relating to the Released Claims.

5 13. Neither the Settlement nor any of the terms set forth in the
6 Settlement is an admission by the Released Parties, nor is the Court's Final
7 Order and Judgment Dismissing a finding of the validity of any claims in the
8 Action or of any wrongdoing by the Released Parties. Neither the Court's Final
9 Order and Judgment, the Settlement, nor any document referred to herein, nor
10 any action taken to carry out the Settlement is, may be construed as, or may be
11 used as, an admission by or against the Released Parties, of any fault,
12 wrongdoing or liability whatsoever. The entering into or carrying out of the
13 Settlement, and any negotiations or proceedings related thereto, shall not in any
14 event be construed as, or deemed to be evidence of, an admission or concession
15 with regard to the denials or defenses by the Released Parties, and shall not be
16 offered in evidence in any action or proceeding in any court, administrative
17 agency or other tribunal for any purpose whatsoever other than to enforce the
18 provisions of the Court's Final Order and Judgment, the Settlement, the
19 Released Claims, or any related agreement or release. Notwithstanding these
20 restrictions, any of the Released Parties may file in the Action, or submit in any
21 other proceeding, the Court's Final Order and Judgment, the Settlement, and any
22 other papers and records on file in the Action as evidence of the Settlement to
23 support a defense of res judicata, collateral estoppel, release, or other theory of
24 claim or issue preclusion or similar defense as to the Released Claims.

25 14. The Court hereby enters judgment in the Action, as of the date of
26 entry of the Court's Final Order and Judgment, pursuant to the terms set forth in
27 the Settlement. Without affecting the finality of the Court's Final Order and
28 Judgment in any way, the Court hereby retains continuing jurisdiction over the

1 interpretation, implementation and enforcement of the Settlement, and all orders
2 entered in connection therewith.

3 15. Provided the Settlement becomes effective under the terms of the
4 Settlement, the Court directs the parties to effectuate the settlement terms as set
5 forth in the Agreement and the Preliminary Approval Order. Consistent with the
6 Agreement and Preliminary Approval Order, the Defendant shall fund the
7 settlement account opened and maintained by the Claims Administrator with the
8 appropriate amount due under the Agreement no later than five (5) business
9 days after the Effective Date, as defined in the Agreement, and the Claims
10 Administrator shall calculate and pay the claims of the Participating Class
11 Members in accordance with the terms set forth in the Agreement and
12 Preliminary Approval Order.

13 16. The Complaint is dismissed with prejudice. The Clerk of Court is
14 instructed to close this case.

15
16 
UNITED STATES DISTRICT JUDGE

17 Dated: November 20, 2024
18

19
20 Respectfully submitted by:

21 GABROY | MESSER

22 By: /s/ Christian Gabroy
23 Christian Gabroy
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Approved as to form and content:

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